

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION**

<b>In re:</b>  <b>Malika S. Jones,</b>  <b>Debtor.</b>  <b>Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust,</b>  <b>Movant,</b>  <b>v.</b>  <b>Malika S. Jones,</b>  <b>Debtor/Respondent,</b>  <b>Kenneth E. West, Esquire,</b>  <b>Trustee/Respondent.</b>	<b>Bankruptcy No. 22-10470-amc</b>  <b>Chapter 13</b>  <b>Related Doc.: 32</b>  <b>Hearing: August 2, 2022 at 11:00 AM</b>
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**STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY**

Secured Creditor, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, and Malika S. Jones, "Debtor," by and through their respective attorneys, hereby stipulate as follows:

**I. BACKGROUND:**

1. On April 30 2007, Malika S. Jones, executed and delivered a Promissory Note ("Note") and a Mortgage ("Mortgage") securing payment of the Note in the amount of \$89,900.00.
2. The Mortgage was recorded on May 4, 2007, with the Philadelphia County Recorder of Deeds.
3. The Mortgage was secured as a lien against the property located in Philadelphia County commonly known as 5946 Cedar Avenue, Philadelphia, Pennsylvania 19143 (the "Property").
4. The Note and Mortgage were lastly assigned to Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust.

5. Debtor has defaulted under the terms of the Note and Mortgage by failing to make the monthly post-petition payments of principal, interest and escrow for the months of June 1, 2022 through September 1, 2022. As of September 21, 2022 the post-petition arrearage owed to Movant consists of four (4) monthly mortgage payments at \$725.12 each less a suspense balance of \$44.64.
6. Thus, Debtor's post-petition arrearage currently totals the sum of \$2,855.84
7. Debtor further acknowledges that additional payments of principal, interest and escrow currently in the amount of \$725.12 per month shall become due under the Note and Mortgage on the 1<sup>st</sup> of each successive month, beginning October 1, 2022 until the Note is paid in full. Debtor acknowledges that the monthly payment is subject to change and is responsible for same.
8. Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, and Debtor desire to resolve Debtor's post-petition arrearage in accordance with the set forth terms below:

**II. STIPULATION FOR RELIEF FROM STAY**

1. Debtor confirms and acknowledges his obligations to Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, under the Note and Mortgage.
2. Debtor further confirms and acknowledges his failure to make the post-petition payments of principal, interest and escrow in the amount of post-petition arrearage as set forth above in paragraphs 5 and 6.
3. Debtor further confirms and acknowledges her obligations to make the regular post-petition payments of principal and interest going forward from October 1, 2022 as set forth above in paragraph 7.
4. Debtor will be required to file an Amended Chapter 13 Plan to cure the remaining post-petition

arrearages of \$2,855.84 to Secured Creditor.

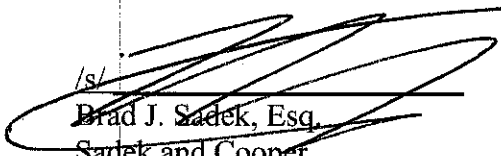
5. In the event that Debtor converts to a Chapter 7 during the pendency of this Bankruptcy case, the Debtor shall cure the pre-petition and post-petition arrears within ten (10) days from date of conversion. Should the Debtor fail to cure the arrearages, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, will send Debtor's counsel a written notification of default of this Stipulation. If the default is not cured within fifteen (15) days of the notice, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay.
6. In the event the Debtor should default on any obligations under this Stipulation by failing to tender in full any of the payments described in this Stipulation, on or before the dates on which they are due, then Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, its successors and/or assigns shall serve Debtor's Attorney by fax, e-mail and/or regular mail, with written notification of default. In the event that Debtor fails to cure the default within fifteen (15) days of the date of the written notification, then, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, or its assignee or successors may exercise its rights against the Mortgaged Property under the terms of this Stipulation without further notice to Debtor or the Order of this Court.

7. Additionally, Debtor agrees that she is not permitted more than two (2) defaults from the date of this Stipulation. Debtor agrees that if she defaults under the terms of this Stipulation more than two (2) times, then, without any further notice, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, its successors and/or assigns may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, its successors and/or assigns may exercise its rights against the Mortgaged Property under the terms of this Stipulation.
8. Neither Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust's consent to this Stipulation nor Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust's acceptance of any payments tendered by Debtor shall be construed as a waiver of Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust's right to proceed with or commence a foreclosure other legal action against Debtor under this Stipulation; however, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust, agrees to credit Debtor's account for any payments made by Debtor in accordance with this Stipulation, the Note and/or Mortgage.
9. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was modified orally will be disregarded as evidence. No written modifications are permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.

10. Debtor hereby certifies and confirms that he has reviewed the terms of the Stipulation with his Counsel that Debtor understands and is in agreement with the terms of this Stipulation, and that counsel has been authorized by Debtor to sign this Stipulation on her behalf.

IT IS HEREBY STIPULATED:

By: /s/ Charles G. Wohlrab Date: 09/27/2022  
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/s/ Jack Miller  
Jack Miller, Esq.  
Attorney for Chapter 13 Trustee Kenneth West  
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Telephone: 215-627-1377  
\*no objection to its terms, without prejudice to any of our rights and remedies



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**ORDER APPROVING STIPULATION RESOLVING MOTION FOR RELIEF**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2022, upon consideration of the foregoing Stipulation Resolving Motion for Relief from Stay, it is hereby ORDERED that the Stipulation is approved.

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U.S. Bankruptcy Judge \_\_\_\_\_